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09/26/77

F-60071

FILE NUMBER



FOREIGN

STATE OF WASHINGTON | DEPARTMENT OF STATE

I, **BRUCE K. CHAPMAN**, Secretary of State of the State of Washington and custodian of its seal,
hereby certify that a duly authenticated copy of the

ARTICLES OF MERGER

of AIRCO DELAWARE, INC.

a foreign corporation of Delaware

(Merging with and into itself AIRCO, INC. (New York corp. qualified in Wash.);

Amending purposes; increasing capital to \$25,000,000.00 and changing name to AIRCO,
INC.)

was filed for record in this office at 8:00 o'clock a. m., on this date, and

I further certify that such copy remains on file in this office.

Filed at request of _____
C T Corp. System
277 Park Ave.
New York, NY 10017

Attn: Edward G. Geist

Filing and recording fee \$ _____

License to June 30, 19____ \$ _____

Excess pages @ 25¢ \$ _____

In witness whereof I have signed and have
affixed the seal of the State of Washington to
this certificate at Olympia, the State Capitol,

September 26, 1977

Microfilmed, Roll No. 1402
Page 013 - 041

BRUCE K. CHAPMAN
SECRETARY OF STATE

USEPA SF



1345364

F-60071
FILE NUMBER



FOREIGN

STATE OF WASHINGTON | DEPARTMENT OF STATE

AMENDED CERTIFICATE OF AUTHORITY

I, **BRUCE K. CHAPMAN**, Secretary of State of the State of Washington and custodian of its seal,
hereby certify that

AIRCO DELAWARE, INC.

a foreign corporation of Delaware

is authorized to transact business in this state under the name of

AIRCO, INC.

An application for an Amended Certificate of Authority, which amends the previous application
by changing name and pursuing additional purposes in Washington.

and, which conforms with the law of this state, was filed in my office on this date and a copy
is attached to this certificate.

Filed at request of
C T Corp. System
277 Park Ave.
New York, NY 10017

Attn: Edward G. Geist

Filing and recording fee . . . \$

License to June 30, 19 . . . \$

Excess pages @ 25¢ \$

Microfilmed, Roll No.

In witness whereof I have signed and have
affixed the seal of the State of Washington to
this certificate at Olympia, the State Capitol,

September 26, 1977

BRUCE K. CHAPMAN
SECRETARY OF STATE

AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY

OF

Airco Delaware, Inc.

FILED

SEP 26 1977

SECRETARY OF STATE
STATE OF WASHINGTON

TO THE SECRETARY OF STATE
OF THE STATE OF WASHINGTON

Pursuant to the provisions of RCW 23A.32.130, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in the State of Washington, and for that purpose submits the following statement:

1. A Certificate of Authority was issued to the corporation on April 29,
1977, authorizing it to transact business in Washington under the name of:

Airco Delaware, Inc.

2. The corporate name of the corporation has been changed to:

(Note - If the corporate name has not been changed, insert "no change")

Airco, Inc.

3. The name which it elects to use hereafter in Washington is:

Airco, Inc.

4. It desires to pursue in the transaction of business in Washington other or additional purposes than those set forth in its prior Application for a Certificate of Authority, as follows:

(Note - If no other or additional purposes are proposed, insert "no change")

See Exhibit A attached.

Dated September 1, 1977.

David A. DeWahl
Vice President

Charles A. Bonnes
Ass't Secretary

Charles A. Bonnes
Ass't Secretary

Charles A. Bonnes
Ass't Secretary

Charles A. Bonnes
Ass't Secretary

Charles A. Bonnes
Ass't Secretary

STATE OF NEW JERSEY

COUNTY OF BERGEN

The undersigned, a notary public, in and for the state and county above set forth, hereby certifies that on the aforementioned date, personally appeared before me David A. DeWahl, who, being by me first duly sworn, declared that he is the Vice President of the aforementioned corporation, that he signed the foregoing document, and that the statements therein contained are true.

Eleanor M. Jones
Notary Public

ELEANORE M. JONES
NOTARY PUBLIC, State of New Jersey
No. M 9508
Qualified in Bergen County
Commission Expires August 25, 1981

(NOTARIAL SEAL)

WASH. - 1715 - 867

THIS FORM IS TO BE FILED IN DUPLICATE

Exhibit A

Additional Purposes

Design, manufacture and/or sale of products and services, including:
(a) industrial gases and related equipment; (b) cryogenic systems, equipment and machinery; (c) welding, cutting and safety equipment; (d) ferroalloys; (e) carbon-graphite products; (f) electronic components; (g) vacuum deposition equipment, systems and services; (h) medical systems, equipment, and gases; and (i) educational services.

**APPLICATION FOR FORUM CORPORATION TO USE
WHEN FILING AMENDMENT CHANGING CAPITAL STOCK**

FILED

SEP 26 1977 *9*

In determining the portion of authorized capital stock employed in the State of Washington, which forms the base for computing initial filing fees, said portion of authorized capital stock computed by multiplying the total authorized capital stock by a per centum or rate first ascertained by dividing the full value in money of the property of the corporation now located in the State of Washington plus the full value in money of the property of the corporation to be brought into the State of Washington by the full value in money of the entire property of the corporation, both within and without the State of Washington. The aforesaid computations are made by using and relying upon Items A, B, C, D, and E, hereinafter set forth.

ITEM A.
The value of the property now located in the State of Washington is \$ 3,077,000

ITEM B.
The value of the property to be brought into the State of Washington is \$ None

ITEM C.
The value of the entire property of the corporation, both within and without the State of Washington is \$ 693,973,000

ITEM D.
The number of shares of the authorized capital stock having a par value and the total par value of each class of such stock is as follows:

<i>Classes of Common Stock</i>	<i>Number of Shares Authorized</i>	<i>Par Value Per Share</i>	<i>Total Value of each class of Stock</i>
<u>one</u>	<u>20,000,000</u>	<u>\$ 1.00</u>	<u>\$ 20,000,000</u>
		<u>\$</u>	<u>\$</u>
<i>Classes of Preferred Stock</i>			
<u>one</u>	<u>1,000,000</u>	<u>\$ 5.00</u>	<u>\$ 5,000,000</u>
		<u>\$</u>	<u>\$</u>

ITEM E.
The number of shares of the authorized capital stock having no par value, the number of such shares outstanding, the various classes of such stock and the value of the net assets represented by each class of no-par value stock is as follows:

<i>Classes of No-Par Value Common Stock</i>	<i>Number of Shares Authorized</i>	<i>Value of the net assets represented by each class of no-par value stock</i>
<u>Not applicable</u>		<u>\$</u>
		<u>\$</u>
<i>Class of No-Par Value Preferred Stock</i>		
		<u>\$</u>
		<u>\$</u>

The portion of the authorized capital stock employed in the State of Washington, and which forms the base for computing initial filing fees, is \$ 110,000, and the same expressed as a mathematical formula is as follows:

$$\frac{\text{Item D} + \text{Item E} \times \frac{\text{Item A} + \text{Item B}}{\text{Item C}}}{\text{Item C}}$$

State of New Jersey } ss.
County of Bergen }

I, David A. DeWahl, the undersigned, being first duly sworn, depose and say: That I am the duly qualified Vice President of the Airco, Inc. corporation; that I have read and carefully examined all statements made in this application and that each and all of such statements are full, true and correct.

David A. DeWahl

David A. DeWahl, Vice President

Subscribed and sworn to before me, a Notary Public in and for the aforesaid county and State, this 1st day of September A. D. 19 1977.

AGREEMENT AND
PLAN OF MERGER

of

AIRCO, INC.
A New York Corporation

with and into

AIRCO DELAWARE, INC.
A Delaware Corporation

AGREEMENT AND PLAN OF MERGER (the "Agreement") made and entered into as of April 8, 1977 by and between Airco, Inc., a New York corporation (the "New York Corporation"), formerly Air Reduction Company, Incorporated, and Airco Delaware, Inc., a Delaware corporation (the "Delaware Corporation" or "Surviving Corporation"), said corporations being hereinafter sometimes referred to jointly as the "Constituent Corporations".

WITNESSETH

WHEREAS, the Delaware Corporation is a corporation duly organized and existing under the laws of the State of Delaware;

WHEREAS, the New York Corporation is a corporation duly organized and existing under the laws of the State of New York;

WHEREAS, as of the date hereof, the Delaware

Corporation has authority to issue 1,000 shares of Common Stock, \$1 par value, of which 1,000 shares are issued and outstanding and are owned by the New York Corporation, with all of such shares being entitled to vote;

WHEREAS, as of the date hereof, the New York Corporation has authority to issue 20,000,000 shares of Common Stock, \$1 par value, with all of such shares being entitled to vote, of which 11,760,056 shares are issued and outstanding and 216,555 shares are treasury shares held by the New York Corporation, and has authority to issue 1,000,000 shares of Preferred Stock, \$5 par value, of which no shares are issued and outstanding;

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the New York Corporation have determined that it is advisable that the New York Corporation be merged with and into the Delaware Corporation (the name of which will become Airco, Inc. upon the "Effective Date of the Merger" as hereinafter defined in Article IX) in accordance with the applicable provisions of the laws of the State of Delaware and the State of New York permitting such merger; and

WHEREAS, the respective Boards of Directors of the Delaware Corporation and the New York Corporation have approved

this Agreement and determined that it should be submitted to the respective shareholders of the Constituent Corporations for approval or adoption as provided by New York and Delaware law;

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter set forth, the Delaware Corporation and the New York Corporation have agreed and do hereby agree as follows:

ARTICLE I

The New York Corporation and the Delaware Corporation shall be merged (the "Merger") in accordance with the applicable provisions of the laws of the State of New York and the State of Delaware, by the New York Corporation merging into the Delaware Corporation which shall be the Surviving Corporation.

ARTICLE II

At the Effective Date of the Merger, the Certificate of Incorporation of the Delaware Corporation shall automatically be amended so as to be in the form set forth in Exhibit 1 attached hereto which is hereby made a part of this Agreement, and the terms and provisions thereof are hereby incorporated into this Agreement with the same force and effect

as if herein set forth in full.

ARTICLE III

Upon the Effective Date of the Merger:

(1) The Constituent Corporations shall be a single corporation which shall be the Delaware Corporation as the Surviving Corporation, and the separate existence of the New York Corporation shall cease.

(2) The Surviving Corporation shall thereupon and thereafter possess all of the rights, privileges, immunities, powers, purposes and franchises, of a public as well as of a private nature, of each of the Constituent Corporations and all property, real, personal and mixed, all debts due on whatever account, including subscriptions for stock and all other choses in action, and all and every other interest of, or belonging to, or due to each of the Constituent Corporations shall be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed, and the title to all property, real, personal or mixed, or any interest therein, vested in either of the Constituent Corporations shall not revert

or be in any way impaired by reason of the Merger.

(3) The Surviving Corporation shall thenceforth assume and be liable for all of the liabilities, obligations and penalties of each of the Constituent Corporations, and no liability or obligation due or to become due, claim or demand for any cause existing against either of the Constituent Corporations, or any shareholder, officer or director thereof, shall be released by the Merger. No action or proceeding, whether civil or criminal, then pending by or against either of the Constituent Corporations, or against any shareholder, officer or director thereof, shall abate or be discontinued by the Merger, but may be enforced, prosecuted, settled or compromised as if the Merger had not occurred, or the Surviving Corporation may be substituted in such action or special proceeding in place of the non-surviving Constituent Corporation. Neither the rights of creditors nor any liens upon the property of either of the Constituent Corporations shall be impaired by the Merger. Without limiting the generality of the foregoing: (i) the Surviving Corporation shall thenceforth be bound by the terms of the Pension

Plan for Salaried Employees, as amended, of the New York Corporation, and shall for all purposes be recognized as the "Company" and "Airco" in such Plan; (ii) the Surviving Corporation shall thenceforth be bound by the terms of the 1972 Corporate Incentive Compensation Plan of the New York Corporation, and shall for all purposes be recognized as the "Company" and "Airco" in such Plan; (iii) the Surviving Corporation shall thenceforth be bound by the terms of the Contributory and Non-Contributory Pension Plans for hourly employees, as amended, of the New York Corporation, and shall for all purposes be recognized as the "Company" and "Airco" in such Plans; (iv) the Surviving Corporation shall thenceforth be bound by the Employee Stock Ownership Plan and the Investment Tax Credit Program created thereunder of the New York Corporation, and shall for all purposes be recognized as the "Company" and "Airco" in such Plan and Program; (v) the Surviving Corporation shall thenceforth be bound by the 1967 Stock Option Plan, the Qualified Stock Option Authorization and the 1969 Employee Stock Purchase Plan and the Agreements entered into thereunder of the New York Corporation, and shall for all

purposes be recognized as the "Company" and "Airco" in such Plans, Authorization and Agreements; (vi) the Surviving Corporation shall thenceforth be bound by the terms of the 1977 Incentive Compensation Plan of the New York Corporation and shall for all purposes be recognized as the "Company" and "Airco" in such Plan; and (vii) the Surviving Corporation shall thenceforth be bound by the terms of the Performance Unit-Stock Option Plan and shall for all purposes be recognized as the "Company" and "Airco" in such Plan.

(4) Shares of Common Stock, \$1 par value per share, of the Surviving Corporation, shall be available, on a share-for-share basis, in amounts equal to the number of shares of Common Stock, \$1 par value per share, of the New York Corporation required for the purposes of the Plans, Authorization, Program and Agreements referred to in Paragraph (3) of this Article III and for the purpose of the 3 7/8% Convertible Subordinated Debentures of the New York Corporation thenceforth assumed by the Surviving Corporation.

(5) The By-Laws of the Delaware Corporation as in effect on the Effective Date of the Merger

shall be and shall constitute the By-Laws of the Surviving Corporation until the same shall be properly amended or repealed.

(6) The directors of the New York Corporation on the Effective Date of the Merger shall be and shall constitute the directors of the Surviving Corporation and shall hold office until the next annual meeting of stockholders of the Surviving Corporation or until their respective successors shall have been elected. If any of the directors of the New York Corporation should be unable to serve as a director of the Surviving Corporation on the Effective Date of the Merger, the vacancy or vacancies thus resulting shall be filled by the remaining directors in accordance with the provisions of the By-Laws of the Surviving Corporation.

(7) The officers of the New York Corporation on the Effective Date of the Merger shall be the officers of the Surviving Corporation until the Board of Directors of the Surviving Corporation shall otherwise determine.

ARTICLE IV

The Surviving Corporation shall comply with the provisions of the New York Business Corporation Law with respect to foreign corporations and hereby agrees that (i) it may be served with process in the State of New York in any proceeding for the enforcement of any obligation of the New York Corporation or the Surviving Corporation and in any proceeding for the enforcement of the rights of a dissenting shareholder of the New York Corporation against the Surviving Corporation; (ii) the Secretary of State of New York is irrevocably appointed as its agent to accept service of process in any such proceeding; and (iii) it will promptly pay to the dissenting shareholders, if any, of the New York Corporation the amount, if any, to which they shall be entitled under the provisions of the New York Business Corporation Law with respect to the rights of dissenting shareholders.

ARTICLE V

The manner and basis of converting the shares of the Constituent Corporations into shares of the Surviving Corporation shall be as follows:

- (1) The 1,000 shares of stock of the Delaware Corporation owned by or for the account of the New York Corporation immediately prior to the Effective

Date of the Merger shall be cancelled and retired, all rights in respect thereof shall cease and the capital of the Surviving Corporation shall be reduced by the \$1,000 of capital applicable to such shares.

(2) Each share of Common Stock, \$1 par value per share, of the New York Corporation, issued and outstanding upon the Effective Date of the Merger shall thereupon, and without the surrender of stock certificates or any other action, be converted into one fully paid and non-assessable share of Common Stock, \$1 par value per share, of the Surviving Corporation, and each share of Common Stock, \$1 par value per share, of the New York Corporation, held by the New York Corporation as a treasury share, shall be converted into one share of Common Stock, \$1 par value per share, of the Surviving Corporation, held by the Surviving Corporation as a treasury share. Outstanding certificates representing shares of Common Stock of the New York Corporation shall thenceforth represent the same number of shares of Common Stock of the Surviving Corporation, and the holder thereof shall have the same rights which he would have had if such certificates had been issued by the Surviving Corporation.

(3) After the Effective Date of the Merger, each holder of a certificate representing outstanding shares of Common Stock of the New York Corporation may, but shall not be required to, surrender the same to the Surviving Corporation, and upon such surrender such holder shall be entitled to receive a certificate or certificates issued by the Surviving Corporation for the number of shares of Common Stock represented by the surrendered certificate; provided, however, it shall be a condition of any such issuance that the certificate so surrendered shall be properly endorsed or otherwise in proper form for transfer and that the person requesting such issuance shall pay to the Surviving Corporation or its transfer agent any transfer or other taxes required by reason of the issuance of certificates representing Common Stock of the Surviving Corporation in a name other than that of the registered holder of the certificate surrendered, or establish to the satisfaction of the Surviving Corporation or its transfer agent that such tax has been paid or is not applicable. The Surviving Corporation shall be entitled to rely upon the stock records of the New York Corporation as to the ownership of its shares of Common Stock

at the Effective Date of the Merger.

(4) The New York Corporation will not make any transfers of certificates representing outstanding shares of Common Stock of the New York Corporation on its books after the Effective Date of the Merger.

ARTICLE VI

Upon the Effective Date of the Merger:

(1) The respective assets of the New York Corporation and Delaware Corporation shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such assets shall have been carried on their respective books immediately prior to the Effective Date of the Merger, except those assets which are shares to be cancelled as provided herein.

(2) The respective liabilities, reserves and earned surplus of the New York Corporation and the Delaware Corporation (excluding stated capital and capital in excess of par value) shall be taken up or continued on the books of the Surviving Corporation in the amounts at which such liabilities

and reserves shall have been carried on their respective books immediately prior to the Effective Date of the Merger.

(3) The stated capital and capital in excess of par value of the New York Corporation shall be taken up on the books of the Surviving Corporation as stated capital and capital in excess of par value, respectively, in the amounts at which the same shall be carried on the books of the New York Corporation immediately prior to the Effective Date of the Merger.

ARTICLE VII

The Delaware Corporation, as the Surviving Corporation, shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

ARTICLE VIII

Each of the Constituent Corporations agrees that from time to time as and when requested by the Surviving Corporation, its successors or assigns, it will execute, acknowledge, deliver and file all proper deeds, assurances, assignments, bills of sale and other documents, and do all other acts and things, or cause the same to be done, necessary

or proper in order to vest, perfect or confirm in the Surviving Corporation title to and possession of all the property, rights, privileges, powers and franchises of such Constituent Corporations, or otherwise necessary or proper to carry out the intent and purposes of this Agreement.

ARTICLE IX

This Agreement shall be submitted by the Constituent Corporations to their respective shareholders as provided by New York and Delaware law. This Agreement shall take effect, and shall be deemed to be the Agreement and Plan of Merger of the Constituent Corporations, upon the approval or adoption thereof by such shareholders in accordance with the laws of the State of New York and the State of Delaware, and upon the execution, acknowledgement, filing and recording of such documents and the doing of such acts and things as shall be required for accomplishing the Merger under the laws of the State of New York and the State of Delaware. The term "Effective Date of the Merger" as used in this Agreement shall be the point in time at which the last act required to make the Merger effective under the respective laws of such States shall have been performed.

ARTICLE X

Anything herein or elsewhere to the contrary notwithstanding, this Agreement may be abandoned for any reason whatsoever by the New York Corporation by appropriate resolution of its Board of Directors at any time prior to the Effective Date of the Merger notwithstanding approval or adoption of this Agreement by the shareholders of the New York Corporation.

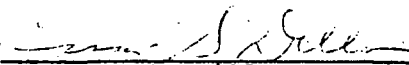
ARTICLE XI

At any time before or after approval and adoption by the shareholders of the New York Corporation, this Agreement may be amended in any manner (except that the provisions of Article V, Paragraph 2 may not be amended without the approval of the shareholders of the New York Corporation) as may be determined in the judgment of the respective Boards of Directors of the Constituent Corporations to be necessary, desirable, or expedient in order to clarify the intention of the parties hereto or to effect or facilitate the filing, recording or official approval of this Agreement and the Merger provided for herein, in accordance with the purposes and intent of this Agreement.

IN WITNESS WHEREOF, each of the Constituent Corporations has caused this Agreement to be executed by their


duly authorized officers and their corporate seals to be hereto
affixed this 8th day of April, 1977.

AIRCO, INC.
a New York Corporation

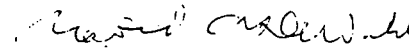
By 
George S. Dillon
Chairman of the Board

[CORPORATE SEAL]

ATTEST:

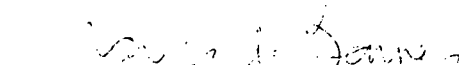

Charles A. Bonnes
Asst. Secretary

AIRCO DELAWARE, INC.
a Delaware Corporation

By 
David A. De Wahl
President

[CORPORATE SEAL]

ATTEST:


Charles A. Bonnes
Secretary